



Restrictive (Environmental) Covenant

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Covenants DEPARTMENT OF ECOLOGY
Okanogan County Washington

3148627



After Recording Return to:

Department of Ecology
15 W Yakima Ave, Ste 200
Yakima WA 98902-3452

OCT 08 2009

DEPARTMENT OF ECOLOGY - CENTRAL REGIONAL OFFICE

Environmental Covenant

Grantor: Jerry Ogle and Francie Ogle, Fee Title Holders and Virgil Newton, Lien Holder

Grantee: State of Washington, Department of Ecology

Legal: LOT C, GARRETT SHORT PLAT 133, SEGREGATED FROM 0811130000, 0811140000, and 0811150000, 18 Palmer Avenue, Loomis WA

Tax Parcel Nos.: Okanogan County Tax Parcel Number 8824900030

PERE-CORD TO
CORRECT ADDRESS

Grantors, Jerry Ogle, Francie Ogle and Virgil Newton, hereby binds Grantor, its successors and assigns to the land use restrictions identified herein and grants such other rights under this environmental covenant (hereafter "Covenant") made this **25th** day of **July, 2009** in favor of the State of Washington Department of Ecology (Ecology). Ecology shall have full right of enforcement of the rights conveyed under this Covenant pursuant to the Model Toxics Control Act, RCW 70.105D.030(1)(g), and the Uniform Environmental Covenants Act, 2007 Wash. Laws ch. 104, sec. 12.

This Declaration of Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by **Jerry Ogle**, **Francie Ogle** and **Virgil Newton**, its successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology").

A remedial action (hereafter "Remedial Action") occurred at the property that is the subject of this Covenant. The Remedial Action conducted at the property is described in the following document[s]:



Decommissioning, Site Assessment and Site Characterization Report – Loomis Chevron Site (DOE File number 006651) dated April 30, 1993 and Voluntary Cleanup Plan-Closure Report dated July 25, 2009.

These documents are on file at Ecology's Central Regional Office.

This Covenant is required because the Remedial Action resulted in residual concentrations of **TPH-G and BTEX** which exceed the Model Toxics Control Act Method B Cleanup Level(s) for soil as established under WAC 173-340-740.

The undersigned, **Jerry Ogle and Francie Ogle**, are the fee owners of real property (hereafter "Property") in the County of Okanogan, State of Washington, which is subject to this Covenant. The Property is legally described AS FOLLOWS: **LOT C, GARRETT SHORT PLAT 133, SEGREGATED FROM 0811130000, 0811140000, and 0811150000.** **Virgil Newton** is the lien holder of the subject property.

The **Ogles and Newton** make the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, as provided by law and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereafter "Owner").

Section 1. A portion of the Property contains **TPH-G and BTEX** contaminated soil located in the northerly one third of the subject property under the concrete slab surrounding the fueling station. The Owner shall not alter, modify, or remove the existing concrete slab in any manner that may result in the release or exposure to the environment of that contaminated soil or create a new exposure pathway without prior written approval from Ecology.

Section 2. Any activity on the Property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment is prohibited.

Section 3. Any activity on the Property that may result in the release or exposure to the environment of a hazardous substance that remains on the Property as part of the Remedial



Action, or create a new exposure pathway, is prohibited without prior written approval from Ecology.

Section 4. The Owner of the property must give thirty (30) day advance written notice to Ecology of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Remedial Action.

Section 5. The Owner must restrict leases to uses and activities consistent with the Covenant and notify all lessees of the restrictions on the use of the Property.

Section 6. The Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Covenant. Ecology may approve any inconsistent use only after public notice and comment.

Section 7. The Owner shall allow authorized representatives of Ecology the right to enter the Property at reasonable times for the purpose of evaluating the Remedial Action; to take samples, to inspect remedial actions conducted at the property, to determine compliance with this Covenant, and to inspect records that are related to the Remedial Action.

Section 8. The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this Covenant shall no longer limit use of the Property or be of any further force or effect. However, such an instrument may be recorded only if Ecology, after public notice and opportunity for comment, concurs.

Jerry Ogle


Owner

Dated: 8/14/09

Francie Ogle


Owner

Dated: 8/14/09

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Okanogan County Washington

3149112



Virgil Newton

Virgil E. Newton

Lien Holder

Dated: 7/23/09

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Valerie Bound

By: Valerie Bound, Acting Section Manager

Dated: 9-23-09

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STATE OF WASHINGTON
COUNTY OF OKANOGAN



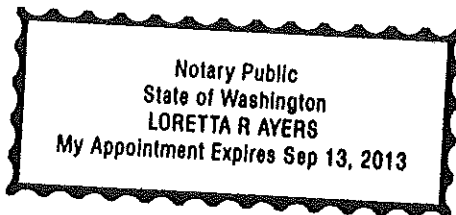
On this 14 day of AUG, 2009 I certify that Jerry Ogle personally appeared before me, and acknowledged that **he/she** is the individual described herein and who executed the within and foregoing instrument and signed the same at **his/her** free and voluntary act and deed for the uses and purposes therein mentioned.



Loretta R. Ayers
Notary Public in and for the State of
Washington, residing at Tonasket.
My appointment expires SEPT 13, 2013

STATE OF WASHINGTON
COUNTY OF OKANOGAN

On this 14 day of AUG, 2009 I certify that Francie Ogle personally appeared before me, and acknowledged that **he/she** is the individual described herein and who executed the within and foregoing instrument and signed the same at **his/her** free and voluntary act and deed for the uses and purposes therein mentioned.



Loretta R. Ayers
Notary Public in and for the State of
Washington, residing at Tonasket.
My appointment expires SEPT 13, 2013

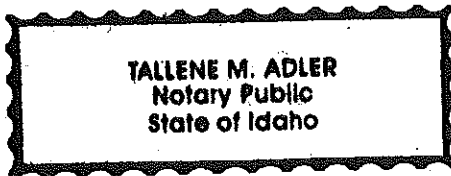
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Covenants DEPARTMENT OF ECOLOGY
Okanogan County Washington

3149112



STATE OF Idaho
COUNTY OF Bonneville

On this 23 day of July, 2009, I certify that Virgil Newton personally appeared before me, and acknowledged that he/she is the individual described herein and who executed the within and foregoing instrument and signed the same at his/her free and voluntary act and deed for the uses and purposes therein mentioned.



Tallene M. Adler.
Notary Public in and for the State of
Idaho Washington, residing at US Bank 330 Shoup Ave
My appointment expires 2-16-13 OF DC 83402